

# EXHIBIT A



**TO:** RODNEY ABNEY  
GreenbergFarrow  
1430 W PEACHTREE ST NW STE 200  
ATLANTA, GA 30309-2932

**RE:** **Process Served in New York**

**FOR:** GREENBERG FARROW ARCHITECTURE INCORPORATED (Domestic State: GA)

**Service of Process**

**Transmittal**

06/09/2020

CT Log Number 537768535

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** 646 11th Owner LLC, Pltf. vs. Greenberg Farrow Architecture Incorporated, Dft.

**DOCUMENT(S) SERVED:** -

**COURT/AGENCY:** None Specified  
Case # 6519982020

**ON WHOM PROCESS WAS SERVED:** National Registered Agents, Inc., New York, NY

**DATE AND HOUR OF SERVICE:** By Process Server on 06/09/2020 at 13:07

**JURISDICTION SERVED :** New York

**APPEARANCE OR ANSWER DUE:** None Specified

**ATTORNEY(S) / SENDER(S):** None Specified

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780113539915

Image SOP

Email Notification, RODNEY ABNEY rabney@greenbergfarrow.com

**SIGNED:** National Registered Agents, Inc.  
**ADDRESS:** 208 LaSalle Ave  
Suite 814  
Chicago, IL 60604

**For Questions:** 866-539-8692  
CorporationTeam@wolterskluwer.com



## PROCESS SERVER DELIVERY DETAILS

**Date:** Tue, Jun 9, 2020

**Server Name:** NY-NYC DROPOFFPROCESSERVER

**Location:** NYC, NY-NYC

Entity Served	GREENBERG FARROW ARCHITECTURE INCORPORATED
Agent Name	
Case Number	6519982020
Jurisdiction	NY-NYC



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X

646 11th Owner LLC,

Index No:

Plaintiff,

v.

**SUMMONS**

Greenberg Farrow Architecture, Inc.,

Defendant.

-----X

**TO THE ABOVE-NAMED DEFENDANT:**

GREENBERG FARROW ARCHITECTURE, INC.  
430 WEST PEACHTREE STREET, N.W., SUITE 200  
ATLANTA, GEORGIA 30309  
C/O  
NATIONAL REGISTERED AGENTS, INC.  
28 LIBERTY ST.  
NEW YORK, NEW YORK, 10005

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is that a substantial part of the events or omissions giving rise to the claims occurred in New York County.

Dated: Newark, New Jersey  
May 26, 2020

**K&L GATES LLP**

s/ Loly G. Tor

Loly G. Tor, Esq.

loly.tor@klgates.com

Patrick J. Perrone, Esq.

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Newark, NJ 07102

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*Attorneys for Plaintiff*

*646 11th Owner LLC*

TO: **Via Secretary of State and Personal Service**  
Greenberg Farrow Architecture Inc.  
National Registered Agents, Inc.  
28 Liberty St.  
New York, NY 10005

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X

646 11th Owner LLC,

Index No:

Plaintiff,

v.

**COMPLAINT**

Greenberg Farrow Architecture, Inc.,

Defendant.

-----X

Plaintiff 646 11th Owner LLC (“646”), by its attorneys, K&L Gates LLP, hereby files this Complaint against Greenberg Farrow Architecture, Inc. (“GreenbergFarrow”) and alleges:

**The Parties**

1. 646 is a Delaware limited liability company and the owner of real property located on Block 1076, Tax Lot 1 in Manhattan, New York, which is located on 11th Avenue between 47th and 48th Streets (the “Property”).

2. Upon information and belief, GreenbergFarrow is a corporation organized and existing under the laws of the State of Georgia with its principal place of business located at 1430 West Peachtree Street, N.W., Suite 200, Atlanta, Georgia 30309.

3. GreenbergFarrow markets itself as “a fully integrated architecture, engineering, planning, landscape architecture, and development services firm offering a comprehensive range of services to the development, residential, and retail communities.”

4. At all relevant times, GreenbergFarrow has maintained a New York architectural license, a New York mechanical and electrical engineering license, and a New York civil engineering license.

**Facts Common to All Counts**

5. The Property was and is being developed as a multi-story, mixed-use building containing commercial and residential units (the “646 11th Avenue Development”).

6. GreenbergFarrow represented that it had the competence, skill, knowledge, ability, and expertise to properly perform and provide architectural, engineering, construction administration, and coordination services in connection with the 646 11th Avenue Development.

7. GreenbergFarrow entered into a contract (the “Contract”) pursuant to which it agreed to, among other things, provide architecture, engineering, construction administration, and coordination services in connection with the 646 11th Avenue Development.

8. Among other things, GreenbergFarrow specifically agreed to provide architecture and engineering basic services, coordinate outside consultants, produce schematic design drawings, develop necessary documents and verify adherence to applicable codes and guidelines, prepare construction documents, obtain a Certificate of Appropriateness, assist with bidding, respond to contractor and construction manager requests for information, prepare condominium plans, prepare affordable housing documentation, and prepare lending documents.

9. In performing its work under the Contract, GreenbergFarrow agreed to exercise the care and skill ordinarily used by members of GreenbergFarrow’s profession practicing under similar circumstances at the same time and in the same locality.

10. GreenbergFarrow also was responsible for the technical accuracy of its services and documents resulting therefrom.

11. GreenbergFarrow also was obligated to exercise professional care to comply with all applicable laws, regulations, and standards.

12. GreenbergFarrow failed to satisfy these and other obligations required under the

Contract and otherwise required under the law.

13. By way of example, GreenbergFarrow delivered drawings containing errors, including but not limited to coordination errors, shop drawing errors, and egress and zoning errors.

14. GreenbergFarrow also failed to provide timely responses to a significant number of requests for information.

15. GreenbergFarrow also caused delays in the submission and approval of the public offering plan for the 646 11th Avenue Development.

16. GreenbergFarrow failed to exercise the care and skill ordinarily used by members of GreenbergFarrow's profession practicing under similar circumstances at the same time and in the same locality.

17. On June 21, 2019, due to GreenbergFarrow's failure to satisfy its contractual obligations, the Contract was terminated for cause.

18. GreenbergFarrow's actions and inactions caused significant delays and caused 646 to incur damages and additional costs to, among other things, correct GreenbergFarrow's errors and omissions and prevent further delays.

19. Thus, as a direct, actual, and proximate cause of GreenbergFarrow's failure to satisfy its obligations under the Contract and its obligations otherwise under the law, 646 suffered damages.

20. As of the date of the filing of this Complaint, 646's damages resulting from GreenbergFarrow's actions and inactions exceed \$8,000,000.

**COUNT I****BREACH OF CONTRACT**

21. 646 repeats and alleges the foregoing allegations of the Complaint as though fully set forth herein.

22. The Contract was assigned to 646, and 646 satisfied all obligations under the Contract.

23. GreenbergFarrow was obligated to comply with the requirements set forth in the Contract.

24. For example, pursuant to the Contract and in performing its work under the Contract, GreenbergFarrow was obligated to use the care and skill ordinarily used by members of GreenbergFarrow's profession practicing under similar circumstances at the same time and in the same locality.

25. GreenbergFarrow was also obligated to deliver accurate architectural drawings, maintain a consistent workforce with institutional knowledge, and provide timely responses to requests for information, among other things.

26. GreenbergFarrow failed to satisfy these and other contractual obligations set forth in the Contract.

27. As a direct, actual, and proximate cause of GreenbergFarrow's actions and inactions, 646 has been damaged in excess of \$8 million, and those damages continue to grow.

**WHEREFORE**, 646 demands judgment in its favor and against GreenbergFarrow for breach of contract and awarding 646 damages, costs, and any such other relief as this Court deems equitable and just.

**COUNT II**

**PROFESSIONAL MALPRACTICE AND NEGLIGENCE**

28. 646 repeats and alleges the foregoing allegations of the Complaint as though fully set forth herein.

29. GreenbergFarrow owed 646 a duty of reasonable professional care usually exercised by professionals in the community.

30. GreenbergFarrow represented that it had the competence, skill, knowledge, ability, and expertise to properly perform and provide architectural, coordination, construction administration, and engineering services in connection with the 646 11th Avenue Development.

31. 646 relied on the architectural, engineering, and other professional advice that GreenbergFarrow provided.

32. GreenbergFarrow negligently failed to exercise reasonable professional care in providing its services on the 646 11th Avenue Development.

33. As such, GreenbergFarrow was negligent and deviated from the applicable standard of professional care.

34. As a direct, actual, and proximate cause of GreenbergFarrow's actions and inactions, 646 has been damaged in excess of \$8 million, and those damages continue to grow.

**WHEREFORE**, 646 demands judgment in its favor and against GreenbergFarrow for negligence and professional malpractice and awarding 646 damages, costs, and any such other relief as this Court deems equitable and just.

**JURY DEMAND**

646 hereby demands a trial by jury on all issues.

Dated: Newark, New Jersey  
May 26, 2020

**K&L GATES LLP**

s/ Loly G. Tor

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*Attorneys for Plaintiff*

*646 11th Owner LLC*

TO: **Via Secretary of State and Personal Service**  
Greenberg Farrow Architecture Inc.  
National Registered Agents, Inc.  
28 Liberty St.  
New York, NY 10005

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF New York**

-----x  
646 11th Owner LLC,

Plaintiff/Petitioner,

- against -

Index No.651998/2020

Greenberg Farrow Architecture, Inc.,

Defendant/Respondent.

-----x  
**NOTICE OF ELECTRONIC FILING  
(Mandatory Case)  
(Uniform Rule § 202.5-bb)**

**You have received this Notice because:**

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

**• If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

**• If you are not represented by an attorney:**

**You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.**

**If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.**

**The benefits of participating in e-filing include:**

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

**To register for e-filing or for more information about how e-filing works:**

- visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented) or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at [www.nycourts.gov](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys  
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile) ; or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [nyscef@nycourts.gov](mailto:nyscef@nycourts.gov)).

Dated: June 4, 2020

Loly G. Tor

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K&L Gates LLP

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2/24/20